

Licensee Information Disclosure

(Rule 50.01 IDAPA 12.01.10.50.01)

Licensee Name	Home/Main Office Phone Number		
Home/Main Office Address	City	State	Zip
Originating Office Address	City	State	Zip
Loan Originator	Phone Number		

We are acting as a _____ Broker _____ Lender

We are acting as an _____ Independent Contractor _____ Agent on your behalf.

BROKER/LENDER shall use its best efforts to obtain a satisfactory mortgage loan commitment on behalf of/for BORROWER, and for compensation will perform services normally and customarily performed in connection with the origination of mortgage loans. These services may include the following:

- ☐ **Yes** ☐ **No** taking information from the borrower and filling out the application;
- ☐ **Yes** ☐ **No** analyzing the prospective borrower income/debt and pre-qualifying the prospective borrower to determine the maximum mortgage said borrower can afford;
- ☐ **Yes** ☐ **No** educating the prospective borrower in the mortgage financing process, including but not limited to, loan products, closing costs, monthly payments and post-closing changes to rate/payment if applicable;
- ☐ **Yes** ☐ **No** collecting financial information and related documents;
- ☐ **Yes** ☐ **No** verifying employment and assets;
- ☐ **Yes** ☐ **No** verifying mortgage and rental histories;
- ☐ **Yes** ☐ **No** ordering appraisals, inspections, flood certifications and preliminary title reports;
- ☐ **Yes** ☐ **No** providing state and federal disclosures such as, but not limited to, good faith estimates, truth in lending statements and privacy policies;
- ☐ **Yes** ☐ **No** ordering credit reports and assisting borrower in understanding credit problems, credit scores and their affect on the financing request;
- ☐ **Yes** ☐ **No** maintaining regular contact with the borrower and their designated parties to keep them apprised of the status of the application;
- ☐ **Yes** ☐ **No** ordering and satisfying conditions of a loan approval;
- ☐ **Yes** ☐ **No** ordering/preparing closing documents;
- ☐ **Yes** ☐ **No** **explaining, in detail, any and all compensation received by BROKER/LENDER from BORROWER, and/or on behalf of BORROWER or BORROWER's loan, however paid, whether received directly (front end) or indirectly (back end).**
- ☐ **Yes** ☐ **No** **Other:**

BORROWER agrees to provide BROKER/LENDER true, complete and accurate information upon request. BORROWER agrees to secure any information or documentation that BROKER/LENDER may not be able to obtain due to policies of employers, lending agencies, government agencies, etc. BORROWER(S) agrees to pay costs associated with securing said information, if any.

BORROWER acknowledges that acceptance and processing of a loan application does not constitute a commitment to lend, nor does it constitute an approval of said application. BORROWER understands that the terms and conditions requested are available at the time of application, but that they may change without notice and that BORROWER(S)' application may not meet the requirements for those terms and conditions.

BORROWER understands that the application may be cancelled **in writing** at any time. However, if third party costs have been incurred by BROKER/LENDER, such as appraisal and credit report, BORROWER agrees to reimburse BROKER/LENDER for said third party costs upon receipt of a written itemized statement of costs incurred. BROKER/LENDER acknowledges that if it is unable to obtain a satisfactory commitment for BORROWER, within three (3) business days of receiving a written cancellation from BORROWER and the receipt of any third party cost reimbursement, such as appraisal and credit report costs, BROKER/LENDER will assign all rights, title and interest in the appraisal, and transmit said appraisal and any documentation provided by the BORROWER, to the licensed or exempt BROKER/LENDER requested by BORROWER.

Any COMPLAINT regarding this loan transaction shall need to be filed in writing with the BROKER/LENDER, or the Idaho Department of Finance, P.O. Box 83720, Boise, Idaho 83720-0031. Complaint forms may be obtained on the internet at <http://finance.idaho.gov> or if preferred to receive by mail, by calling (208) 332-8002.

By signing below, LOAN ORIGINATOR certifies that a copy of this signed disclosure has been delivered to the BORROWER and BORROWER acknowledges receipt of a copy of said disclosure.

Originator Signature

Date

Borrower Name (printed)

Date

Borrower Signature

Borrower Name (printed)

Date

Borrower Signature

INTEREST RATE LOCK-IN CONFIRMATION AGREEMENT

Borrower(s) Name: _____ Date of Lock-In: _____

Property Address: _____

I/We have applied for a mortgage loan on the above mentioned property and request the following loan lock terms:

Loan Type: _____ Loan Term: _____

Loan Amount: _____ Interest Rate: _____

Index: _____ Margin: _____ Floor Rate: _____

Payment/Rate Adjustments: _____6 Months _____Annual _____Other

Annual or Other Adjustment Cap: _____ Life Cap: _____

Loan Origination Fee: _____ Discount Points _____

Yield Spread Premium: _____ Lock-in Fee: _____

Lock Term: _____ Expiration Date: _____

Comments/Limitations: _____

This lock-in agreement is not a commitment or agreement to grant your loan request or a loan approval. The loan must be fully underwritten and all conditions must be met prior to the loan closing. It is important that you provide all requested documentation in a timely manner. Lock-in terms will remain in effect through the expiration date except as noted below.

The locked-in interest rate and terms apply solely to the type of mortgage loan for which you have applied and have requested this lock-in for, and has been set as a result of the repayment term, loan amount, program, property and anticipated closing date. You acknowledge and understand that in the event that any of these items are changed, the locked-in interest rate and terms above may no longer be valid and a new lock-in agreement will have to be entered into and another lock-in fee may be charged.

Borrower Date

Borrower Date

Broker/Lender Representative Name (Printed)

Broker/Lender Representative Signature Date

Model Form

INTEREST RATE LOCK/FLOAT INFORMATION

DATE: _____

APPLICANT(S): _____

PROPERTY ADDRESS: _____

LOAN AMOUNT: _____

TERM: _____

() **I DO NOT** WANT AN INTEREST RATE LOCK IN AT THIS TIME.

I understand that the lender cannot predict interest rate changes. If I want to obtain an interest rate commitment in the future, I may do so at any time up to _____ calendar days before my scheduled closing by signing an Interest Rate Lock In Agreement. That Agreement will be subject to the Lender rate commitment policy in effect on that date.

I understand that it is my responsibility to advise the Lender/Broker of my decision to lock-in, and that if I do not obtain an interest rate commitment, the interest rate and total fees on my loan (if approved) will be set by the Lender within _____ calendar days before my mortgage loan closes.

() I/WE HEREBY ACKNOWLEDGE that a lock-in option is **NOT** available for the program I/we have selected. I/We further acknowledge that the interest rate contained in my/our application is the rate at which the Lender is currently accepting applications with similar terms as the application and **is subject to change depending upon market interest rates available to the Lender.**

I UNDERSTAND THAT THIS INTEREST RATE LOCK INFORMATION IS NOT AN APPROVAL OF MY LOAN APPLICATION OR A COMMITMENT BY THE LENDER TO MAKE ME A LOAN. I WILL RECEIVE A LETTER TELLING ME WHETHER MY LOAN APPLICATION HAS BEEN APPROVED OR DENIED.

I have carefully read and understand the above information.

APPLICANT	DATE	APPLICANT	DATE
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APPLICANT	DATE	APPLICANT	DATE
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LENDER/BROKER	REPRESENTATIVE	DATE
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MODEL FORM

IDAHO PREPAYMENT PENALTY DISCLOSURE

If you, the borrower(s), pay off or refinance your mortgage loan before the date for repayment stated in the loan agreement, you may be charged a prepayment charge.

A prepayment penalty charge may be significant. Prior to signing any documents, make sure you fully understand the prepayment charge provisions outlined in your loan agreement.

Your signature acknowledges that you have been advised that a prepayment penalty charge may be a condition of your loan.

Applicant _____

Date _____

Applicant _____

Date
